

REMARKS / ARGUMENTS

In response to the Office Action dated January 24, 2007, Applicants respectfully request reconsideration based on the above claim amendments and the following remarks.

Status of Claims

Claims 1-43 were pending and were rejected by the Examiner. Claims 1, 10, 24 and 32 have been amended. Claims 6, 9, 23, 31, and 43 have been canceled without prejudice or disclaimer. No new matter has been introduced by these amendments. Accordingly, claims 1-5, 7, 8, 10-22, 24-30, and 32-42 are presented and at issue.

Rejections Under 35 U.S.C. §103(a)

Claims 1, 3-5, 7-12, 14, 15, 17, 19-22, 24-34, 36, 37, and 39-43 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Cai et al. (U.S. Patent No. 6,590,970, hereinafter “Cai”) in view of Kamel (U.S. Patent No. 6,009,150, hereinafter “Kamel”). As noted above, claims 9, 31, and 43 are canceled without prejudice or disclaimer, rendering this rejection moot with regard the claims 9, 31, and 43. Regarding independent claims 1, 10, 24 and 32, the Examiner acknowledges that Cai does not specifically disclose Applicants’ claimed feature of setting a limit on the duration of a voice channel communication wherein the subscriber provides demarcation information, and looks to Kamel to cure this deficiency.

Applicants respectfully traverse these rejections for the following reasons. The obviousness rejection is improper as the References fail to teach or suggest each and every element of the instant invention. For an obviousness rejection to be proper, the Examiner must meet the burden of establishing a *prima facie* case of obviousness. *In re Fine*, 5 U.S.P.Q.2d 1596, 1598 (Fed. Cir. 1988). The Examiner must meet the burden of establishing that all elements of the invention are taught or suggested in the prior art. MPEP §2143.03.

Even if the teachings of Cai and Kamel are somehow combined, the resulting combination fails to meet applicants’ claimed invention. Amended claim 1 recites, *inter*

alia, “initiating a billing of the subscriber for accepting and enforcing said demarcation information; wherein said subscriber provides said demarcation information; and wherein said demarcation information specifies at least one of a time interval or a monetary amount.” Corresponding features are recited in independent claims 10, 24 and 32.

Cai and Kamel fail to disclose, either expressly or inherently, all of the elements present in claims 1, 10, 24 and 32. Specifically, Cai and Kamel do not disclose initiating a billing of the subscriber for accepting and enforcing demarcation information. Moreover, Cai and Kamel do not disclose the subscriber providing demarcation information specifying at least one of a time interval or a monetary amount.

Cai discloses a telephone system that allows a customer to make a free bonus call after listening to an advertisement wherein the duration of the free bonus call is determined by the sponsoring entity. According to Cai, the sponsoring entity, and not the customer, is billed for this service (see col. 6, lines 1-4 of Cai). Specifically, Cai discloses using an algorithm to bill a sponsoring entity for a free bonus call which lasts for a predetermined time period. Cai does not teach or suggest limiting the length of the free bonus call as a function of the cost of the call. In view of the foregoing, Cai fails to disclose initiating a billing of the subscriber for accepting and enforcing demarcation information.

Cai does not teach or suggest allowing the caller or subscriber to determine the length of the free bonus call. In fact, such an arrangement is counter-intuitive given the fact that the sponsoring entity is billed for the free bonus call and would potentially be exposed to subscribers who select very long time durations for their bonus calls. Thus, Cai provides no mechanism whatsoever for accepting demarcation information from a subscriber specifying at least one of a time interval or a monetary amount.

Kamel discloses a technique for delivering promotional messages by telephone. The user selects a number of promotional messages which are then played back to earn a desired period of time for free or subsidized calling (see col. 2, lines 44-51 of Kamel). Kamel neither discloses nor suggests billing of the subscriber for the purpose of accepting and enforcing call demarcation information. Moreover, Kamel neither

discloses nor suggests use of demarcation information that specifies at least one of a time interval or a monetary amount. Instead, Kamel discloses the subscriber selecting a quantity of advertisements to earn a desired amount of calling credits, with the subscriber being restricted to fixed blocks of calling credits based upon the number of available advertisements. There is no mechanism by which the system disclosed in Kamel can accept a subscriber-specified time interval or monetary amount.

In view of the foregoing considerations, Cai and Kamel fail to disclose, either expressly or inherently, all of the elements present in claims 1, 10, 24 and 32. Claims 2-5, 7, and 8 depend from claim 1; thus, these claims are believed to be allowable at least due to their dependency on claim 1. Claims 11-22 depend from claim 10; thus, these claims are believed to be allowable at least due to their dependency on claim 10. Claims 25-30 depend from claim 24; thus, these claims are believed to be allowable at least due to their dependency on claim 24. Finally, claims 33-42 depend from claim 32; thus, these claims are believed to be allowable at least due to their dependency on claim 32.

Claims 2, 6, 13, 16, 18, 23, 35 and 38 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Cai in view of Kamel and further in view of Smith (U.S. Patent No. 5,559,871, hereinafter “Smith”). Claims 6 and 23 have been canceled without prejudice or disclaimer, rendering this rejection moot with regard to claims 6 and 23. Claim 2 depends from independent claim 1, whereas claims 13, 16, and 18 depend from claim 10. Likewise, claims 35 and 38 depend from claim 32.

Amended claim 1 recites, *inter alia*, “initiating a billing of the subscriber for accepting and enforcing said demarcation information; wherein said subscriber provides said demarcation information; and wherein said demarcation information specifies at least one of a time interval or a monetary amount.” Corresponding features are recited in independent claims 10 and 32.

Cai, Kamel, and Smith fail to disclose, either expressly or inherently, all of the elements present in claims 1, 10, and 32. Specifically, none of these references disclose initiating a billing of the subscriber for accepting and enforcing demarcation information. Moreover, none of these references disclose the subscriber providing demarcation

information specifying at least one of a time interval or a monetary amount. For further details regarding Cai and Kamel, refer to the previous discussion in connection with the Examiner's rejection of claims 1, 3-5, 7-12, 14, 15, 17, 19-22, 24-34, 36, 37, and 39-43.

Smith describes a technique for placing a limit on charges to be incurred for a telecommunications call. The telecommunications network maintains a running tally of the charges being incurred and notifies the caller when the charges approach a limit. At that time, the caller may specify a new limit, simply disconnect, or be disconnected by the network. Smith includes no teaching or suggestion that billing of the subscriber is initiated for accepting and enforcing demarcation information. Moreover, Smith does not disclose or suggest Applicants' claimed feature of setting a time limit on the duration of a voice channel communication. Smith keeps a running tally of charges irrespective of call duration, yet provides no mechanism by which, for example, a subscriber can limit the duration of a free local call.

In view of the foregoing considerations, Cai, Kamel, and Smith fail to disclose, either expressly or inherently, all of the elements present in claims 1, 10, and 32. Claim 2 depends from claim 1; thus, claim 2 is believed to be allowable at least due to its dependency on claim 1. Claims 13, 16, and 18 depend from claim 10; thus, these claims are believed to be allowable at least due to their dependency on claim 10. Finally, claims 35 and 38 depend from claim 32; thus, these claims are believed to be allowable at least due to their dependency on claim 32.

CONCLUSION

In view of the foregoing analysis, it is respectfully submitted that the application is in condition for allowance. Accordingly, it is respectfully requested that this application be allowed and a Notice of Allowance issued. If the Examiner believes that a telephone conference with Applicants' attorneys would be advantageous to the disposition of this case, the Examiner is cordially requested to telephone the undersigned.

In the event the Commissioner of Patents and Trademarks deems additional fees to be due in connection with this application, Applicants' attorney hereby authorizes that such fee be charged to Deposit Account No. 06-1130.

Respectfully submitted,
CANTOR COLBURN LLP
Applicants' Attorneys

Dated: this 17th day of April, 2007

By: 
Steven R. Bartholomew
Registration No. 34,771
CANTOR COLBURN LLP
55 Griffin Road South
Bloomfield, CT 06002
Telephone (860) 286-2929
Facsimile (860) 286-0115
Customer No. 36192